

A G R E E M E N T

Between

**TOWNSHIP OF BERNARDS
SOMERSET COUNTY, NEW JERSEY**

And

**POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 357
(SUPERVISORS)**

JANUARY 1, 2008 through DECEMBER 31, 2011

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AGREEMENT AND RECOGNITION

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between the **TOWNSHIP OF BERNARDS** (hereafter the "Township"), and the **POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 357 (SUPERVISORS)** (hereafter the "Association").

WHEREAS, the parties represent as follows:

- A. Township is the Township of Bernards in Somerset County, New Jersey.
- B. Association is a unit composed of all Bernards Township Sergeants or above (excluding the Chief of Police) designated as the exclusive representative for purposes of collective negotiations with the Township.
- C. The Township and Association have conducted negotiations regarding employment by Township Police Supervisors.
- D. The Township and Association believe that a written employment agreement embodying the terms and conditions of Police employment will establish and maintain a harmonious employment relationship and result in efficient services for the benefit of the general public and Superior Officers.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2

CHECK-OFF AND INDEMNIFICATION

A. An Employee may authorize in writing to the Township Clerk his desire to have deductions made from his compensation for the purpose of paying uniform Association dues.

B. A check-off shall commence for each Employee who signs a properly dated authorization card, supplied by the Association and verified by the Township, during the month following the filing of such card with the Township.

C. The Township shall remit all such check-off dues to the Association Treasurer on the 1st day of January, April, July and October of each year.

D. The Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any Superior Officer who refuses or fails to execute an authorization card.

E. The Association shall indemnify and save the Township harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

F. Any such written authorization may be withdrawn at any time by the filing or notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9e as amended.

ARTICLE 3

BULLETIN BOARD

The Association shall have the use of a bulletin board in Police Headquarters for the posting of notices relating to meetings and official business of the Association only.

ARTICLE 4

MANAGEMENT RESPONSIBILITY

A. It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the Township. Accordingly, the Township retains the following rights, except as specifically provided in this Agreement including, but not limited to, selection and direction of the force; to hire, suspend or discharge for cause as provided herein; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, transfer or demote as provided herein; to determine the amount of overtime to be worked; to relieve Employees from duty because of lack of work or for lack of funds; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

B. It is understood that full-time Employees will consider their position with the Township as their primary job. Any outside employment must not interfere with an Employee's efficiency in his position with Bernards Township or constitute any conflict of interest.

C. Employees shall not accept monetary gifts or articles of value in appreciation of for any other reason in the performance of duty.

ARTICLE 5

FLEXIBILITY OF ASSIGNMENT

Employees, regardless of regular assignment, may be reassigned by the Chief of Police to perform any duty related to their profession as Police Officers.

ARTICLE 6

SENIORITY

A. Seniority is defined to mean the accumulated length of continuous service with the Police Department, computed from the last day of hire.

B. Senior Employees within any given rank shall be the last to be laid off and the first to be recalled.

C. An Employee's length of service shall not be reduced by time lost due to an authorized leave of absence or absence for *bona fide* illness or injury certified by a physician, not in excess of one (1) year.

D. Reduction or elimination of seniority status shall be obtained only in accordance with grievance and disciplinary provisions of this Agreement.

ARTICLE 7

MILITARY CLAUSE

A. Any regular Employee who is called into active service or who volunteers for service in the Armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during, such period of service not to exceed four (4) years. Upon termination of such service, he will be re-employed at the rate of pay prevailing for work to which he is assigned at the time of his re-employment provided, however, that he has not be dishonorably discharged; his job or a comparable job is available; he is physically, mentally and emotionally able to perform such work; and he makes written application for reinstatement within ninety (90) calendar days after discharge. Such Employees shall be granted all rights and privileges secured by the Universal Service Act.

B. Any Employee required to be absent from work because of Annual Active Duty Training shall receive the difference between base rate for military duty and their regular straight-time rate for such Annual Active Duty Training. This time away from work is not to be deducted from the Employee's vacation allowance. Proof of required service and of pay received may be requested by the Township.

ARTICLE 8

PROBATIONARY EMPLOYEES

A. Newly promoted Employees shall remain probationary until after completion of twelve (12) months of service from the date of promotion. Upon completion of said period, such Employees shall obtain seniority status from the date of promotion.

B. Employees shall have no seniority rights within rank during said probationary period and their promotion may be terminated at any time in the sole discretion of the Township Committee. Demotions during the probationary period shall not be subject to the grievance or discipline provisions of this Agreement.

ARTICLE 9

INTERRUPTION OF EMPLOYMENT

A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. The Township recognizes that Employees have never contemplated any strikes, slowdowns or job actions, nor would they contemplate any such action.

C. Employees recognize that the Township is interested in amicably resolving any differences or disputes concerning terms and conditions of employment.

D. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that:

1. The Association, its Officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance of the Police Department or of any Township Department.
2. The Township and its Township Committee will not engage in a lockout, or arbitrary, capricious or unreasonable actions.

E. The Township shall have the right to discipline or discharge any Employee encouraging, suggesting, fomenting or participating in a strike, slowdown, or other such interference.

ARTICLE 10

GRIEVANCE PROCEDURE

A. All differences and disputes arising out of this Agreement shall be resolved in accordance with this provision.

B. The aggrieved Employee shall, within ten (10) calendar days after the occurrence of the alleged grievance, file written notice of such grievance with an officer of the Association and also with the Chief of Police.

C. Upon receipt of said notice, the Chief of Police shall forthwith initiate efforts to resolve the difference or dispute and may arbitrate, mediate and confer with all parties to the grievance.

D. If the grievance is not resolved within seven (7) calendar days after receipt by the Chief of Police of said notice, an officer of the Association may forthwith request a conference with the Township Administrator by means of written notice of the grievance and the efforts undertaken to resolve it.

E. Upon receipt of said request, the Township Administrator shall forthwith initiate efforts to resolve the difference or dispute and may arbitrate, mediate and confer with all parties to the grievance.

F. If the grievance is not resolved within seven (7) calendar days after receipt by the Township Administrator of said notice, an officer of the Association may forthwith request a conference with the Township Committee by means of written notice to the Township Clerk of the grievance and the efforts undertaken to resolve it, said conference to be held within fourteen (14) calendar days after receipt of said request.

G. If the grievance is not resolved within seven (7) calendar days after said

conference, the Township Committee or the Association may, within fourteen (14) days after said conference invoke arbitration by, (1) notifying the other party in writing of its intention to arbitrate and of the notice of the grievance, and (2) requesting the New Jersey Public Employment Relations Commission for a list of Arbitrators from which the parties shall select an Arbitrator.

H. The Arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

I. The decision of the Arbitrator may be reviewed by a Court of appropriate jurisdiction in the manner prescribed by law.

J. Any fees or administrative charges for the Arbitrator shall be borne by the parties equally. Witness fees and other expenses shall be borne by the parties respectively.

K. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance.

L. An appeal from a disciplinary determination shall not be part of this provision.

ARTICLE 11

DISCIPLINE PROCEDURE

A. The Township may discipline Employees only for misconduct or disobedience of rules and regulations and in accordance with this provision and applicable law.

B. Disciplinary action against Employees (hereinafter the "Respondent") includes removal, fine, reduction in rank or position, and shall be initiated by written complaint.

C. The complainant shall file said complaint with the Township Administrator and simultaneously serve copies upon the Chief of Police and Respondent.

D. Said complaint shall specify the disciplinary charge or charges and shall notify Respondent of the date, time and place of the hearing, which shall be not less than ten (10) nor more than thirty (30) calendar days from the date of service thereof upon Respondent, pursuant to N.J.S.A. 40A:14-147, unless one party requests an adjournment, which shall not exceed forty-five (45) calendar days. A failure to comply with said provisions as to the service of the complaint shall require a dismissal of the complaint.

E. The hearing shall be before the Chief of Police unless he is the complainant or took part in the investigation leading to the complaint. He shall function as the trier of fact and he shall sustain or dismiss the charge or charges, based upon the record established at the hearing. Should the Chief of Police be disqualified as cited above, the hearing shall be before the Police Captain.

F. The complainant shall have the burden to prove each disciplinary charge

by a preponderance of the evidence.

G. The complainant and Respondent may examine and cross-examine witnesses, retain counsel, offer evidence and obtain reasonable discovery.

H. The Hearing Office shall issue a written decision within fifteen (15) days of the review setting forth findings of fact and conclusions of law.

I. Should the disciplinary charge be sustained by the Township Administrator, Respondent may obtain a review thereof by the Somerset County Court in the manner prescribed by law.

J. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an Employee shall be at a reasonable hour, preferably when the Employee is on duty. If it is required that the Employee report to Headquarters on his off-duty hours, he shall be compensated on an overtime basis as set forth in this Agreement.

2. The Employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the Employee of the nature of the investigation. If the Employee is to be questioned as a witness only, he shall be so informed at the initial contact.

3. The complete interrogation of the Employee shall be recorded mechanically. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

4. The Employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

5. If an Employee is under arrest or is the subject of an investigation, he shall be so advised that he is under investigation, and shall be given his rights pursuant to current decisions of the U.S. Supreme Court.

6. In all cases and at every stage of the proceedings, the Department shall afford an opportunity for the Employee, if he so requests, to consult with counsel, consultant, and/or his Association representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said Employee.

7. No complaint against a law enforcement Officer shall be investigated unless the complaint be duly sworn to before an official authorized to administer oaths.

ARTICLE 12

REIMBURSEMENT FOR POLICE CONNECTED EXPENSES

A. Employees shall receive and Township shall pay for all expenditures, not otherwise compensable by the Township, incurred by Employees, and job-related functions such as Grand Jury duty, Petit Jury duty, and Municipal Court duty. A function is job-related if it is caused by or results from the performance of Police duties and is not otherwise remunerated. For the use of personal automobile on Police-related activities, the Township shall pay an amount per mile, plus parking and tolls. The amount shall be reviewed annually by the Township and discussed with representatives of the Police Superior Officers' Association, and will be consistent with the Township's mileage reimbursement policy annexed hereto as **Schedule A**.

B. The Township shall pay mileage for a return home each evening by Employee assigned to multi-day training programs, provided the training program is held at a location equal to the distance between Bernards Township and the State Police Academy at Sea Girt, or less. For the initial training period at Sea Girt, reimbursement will be made for one (1) round trip per week, unless a holiday is granted, necessitating two (2) round trips.

C. When Employees are involved in training programs outside of the Township, the Township's policy on meal reimbursement will apply, which policy is annexed hereto as **Schedule A**.

ARTICLE 13
COURT ATTENDANCE

A. Employees not otherwise performing Police duties who are required to attend Court shall be entitled to receive and the Township shall pay remuneration at the rate of time and one-half (1½) the applicable regular pay. A minimum of four (4) hours of such rate shall be guaranteed members covered by this Agreement.

B. Employees not scheduled to work shall receive two (2) hours compensatory time for each day on call for Superior Court and not called to testify.

ARTICLE 14

HEALTH PROGRAMS

A. The Township shall maintain all present State Health Benefit Plan hospital and medical insurance programs to which Superior Officers are presently beneficiaries, including dependent coverage. The Township will pay the entire cost of coverage for the employee and dependents under the NJDIRECT15 plan or an HMO. The Superior Officer is responsible for the fifteen (\$15.00) co-pay required by the plan. If opting for an HMO program, the Superior Officers will pay the differential in premiums if higher than the standard plan. During times, if any, when the differential is less than the standard plan, the Superior Officers will receive a credit bank against any obligation which occurs under the program from January 1, 1988 and thereafter. The maximum for chiropractic services shall be One Thousand Dollars (\$1,000.00).

B. If, for some reason, an Employee does not wish to be covered by said insurance programs, he shall not be entitled to receive the cash equivalent in lieu of the premium.

C. The Township shall continually investigate a more comprehensive group hospital and medical insurance program and, if such a program is adopted for other Township employees, it shall automatically apply to Township Superior Officers, provided substantially equivalent benefits and coverage's are contained.

D. The Township shall provide for each Employee on a voucher reimbursement basis expenses incurred for an eye examination, prescription lenses, and frames up to Two Hundred Dollars (\$200.00) every twenty-four (24) months.

E. An Employee may opt out of the Township health coverage if the Employee or Employee's spouse has other health coverage. In lieu of receiving this coverage, the Employee will receive One Thousand Dollars (\$1,000.00) in December of each year prorated for the number of months the Employee is not covered under the Township health plan. If the Employee's substitute coverage lapses (*i.e.*, retirement, termination), the Township agrees to cover the Employee at its own expense through COBRA, until the Employee can rejoin the Township Health Plan, up to the cost of the standard plan, or any funds the Employee has in the bank as per Paragraph A above.

F. The Township shall provide dental insurance to all bargaining unit Employees. The Employee may cover his/her family with a payroll deduction authorization. Once enrolled in family coverage, the participation must continue through the coverage contract.

ARTICLE 15

SICK LEAVE AND DISABILITY

A. An Employee who sustains job-related sickness, injury, or disability shall be entitled to remain absent from duty and to receive full regular pay for the period of necessary recuperation or until he becomes eligible for long term disability under the provisions of the plan provided by the Township annexed hereto as **Schedule B**. Any payments so made shall be reduced by Workers' Compensation benefits received by the Superior Officer.

B. A sickness, injury or disability is job related if it is caused by or results from the performance of Police duties.

C. For all Employees employed prior to January 1, 1979, or who were given prior service credit, the following base of sick leave days is available plus the number of days subsequently accumulated from January 1, 1979 to December 31, 1986 (fifteen (15) days annually less any days taken). Time taken is henceforth restored only by subsequent accumulation, except for those listed below:

<u>NAME</u>	<u>BASE (Hours)</u>
Anthony	0

D. All Employees described in Paragraph C will be permitted to accumulate sick time into each subsequent year by an amount equal to ninety-six (96) hours minus the amount of sick time taken in a given year. The maximum amount of sick time which a Superior Officer may accumulate is unlimited.

E. The following provisions of sick leave are applicable to Employees employed up to December 31, 1986. The renewable base only applies to Sergeants.

(Note: The figures tabulated below are subject to verification.)

<u>Name</u>	<u>Base Days</u>	<u>Total Accumulated Hours End of 1986</u>
Anthony	0	208

F. For all Employees hired after December 31, 1986, the following will apply:

1. During the first calendar year of employment, Superior Officers shall earn eight (8) hours of sick leave for each month of employment through December 31. Any of this sick leave which is not used by the Superior Officer may be carried into the following year.

2. For all Superior Officers subject to this Agreement in each subsequent year, a Superior Officer has ninety-six (96) hours of additional sick leave available as of January 1 of each year. Any sick leave not used may be added to the sick leave available for the following year.

3. The maximum amount of sick leave that can be accumulated is unlimited.

G. If the amount of sick leave credit provided for under Paragraphs C, D and E has been or is about to be exhausted, a Superior Officer may make application to the Township Committee for an additional allowance. The Committee shall make a determination on the application after reviewing all circumstances, including the Employee's attendance record prior to the illness which necessitated the request.

H. Employees who are absent from duty for two (2) or more consecutive tours or who show a pattern of absence because of sickness, injury, or disability shall furnish upon request to the Chief of Police an appropriate physician's statement, including a description of the ailment and its prognosis. The cost therefore shall be borne by the Superior Officer.

I. Upon return to work after an absence of five (5) or more consecutive tours, the Employee must furnish the Chief of Police with a physician's statement certifying his fitness to resume his normal work.

J. Failure to return to work after the Chief of Police has reviewed the physician's certificate and is satisfied that the Superior Officer is fit to resume his normal duties constitutes cause for discipline or discharge.

K. The Association agrees to cooperate with the Township in reducing absenteeism to as low a rate as possible. When cases of absenteeism are brought to the attention of the Officers of the Association, said Officers will interview such Employees covered by this Agreement, determine the cause of the absenteeism, and thereby aid in eliminating unnecessary absenteeism.

L. Quarterly, the Township Administrator shall provide the Association with a table indicating sick leave available to each member of the Association, sick leave used during the year, and sick leave available for the current year.

M. Each Employee will have available annually twenty-four (24) hours of personal time. These will be granted at the discretion of the Chief of Police for the conduct of essential personal business such as, but not limited to, the following:

1. Attending to family members during illness or other personal crisis,

or requirement for health, welfare, or education of spouse or children.

2. Closing on a home purchase, auto purchase, adoption, or other such legal business difficult to schedule on days off, or for major auto repair or home repair.

3. Attending to religious or civic voluntary charitable matters or duties, such as civic service clubs, fire or rescue squad conferences, or religious order services.

4. Attending funerals, graduation, marriages, or such of close friends or family members not provided for in the Funeral Leave Article or other such leave policy.

5. Personal time will not accumulate from year to year. Any unused personal time shall be converted to the sick leave accumulation at the end of the year. It is not the intent of personal time to either extend vacation or be taken for personal rest and relaxation purposes. Circumstances requiring personal time must be communicated to and approved by the Chief of Police with these provisions.

N. Incentive Payment on Retirement:

Upon retirement the Township will make a cash payment of fifty percent (50%) of all sick leave earned from January 1, 1986 forward, less the amount taken.

EXAMPLE: Employee has five (5) years to work before retirement in 1993. Employee has the good fortune of having forty (40) hours of duty illness during that time. Employee earns four hundred eighty (480) hours of sick leave.

Calculation:

Leave Hours Accumulated	480 Hours
Eligible for Payment	240 Hours
Sick Leave Taken	40 Hours

Payout on Retirement at the Daily Rate at Time of Retirement	200 Hours
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O. Incentive Bonus: Employees who qualify for incentive leave on retirement,

as provided in Paragraph N will be paid upon retirement for any sick days accumulated over sixty-four (64) hours in any year of accumulation for service between 1979 and 1986; plus eight (8) hours for each twenty-four (24) hours of the base leave unused at time of retirement, plus any personal days that have been added to the sick leave accumulation. An Employee may qualify for the incentive bonus even though receiving nothing under incentive payment if the reason for not qualifying was an incident of catastrophic, long-term illness.

EXAMPLE: Above Employee has the following record: Four hundred (400) hours base and used only sixteen (16) hours of personal leave, and had accumulated the following:

<u>Year</u>	<u>Accumulated Hours</u>	<u>Credit Hours</u>
1979	112	48
1980	120	56
1981	64	0
1982		104
1983	88	24
1984		120

			56
1985			112
			48
1986			
	80		
		16	

Upon retirement the Employee would be eligible for a sick leave bonus of:

16	Personal Leave Hours (5 Yrs. * 24 Hr.) - 16 Hours
133.3	Hours of Base Leave (400Hr./3) = 133.3
288	Hours of Accumulation 1979 - 1986
200	Hours of Incentive Payment
725.3	Hours Paid Upon Retirement

P. In the event of the death of an Employee, all incentive payments to which the Employee was entitled will be paid to the beneficiary named under P.F.R.S. as well as accrued unused vacation or holiday pay and a payment of Five Thousand Dollars (\$5,000.00).

ARTICLE 16

EDUCATIONAL PROGRAM

- A. A Superior Officer obtaining an Associates degree or having two years' active military service with an honorable discharge shall be entitled to receive \$500 per year; an officer obtaining a Bachelors Degree shall receive \$1,000; an officer with a Masters Degree shall receive \$1500. The Education Program shall also include compensation in the amount of \$500 per year for employees who have obtained the equivalent of an Associates Degree (sixty-five (65) credits with at least one-half of the amount required towards the major in the four (4) year program. Major is defined as Criminal Justice, Police Science, Psychology, Public Administration or Human Resources, while enrolled in a four (4) year Bachelors Degree program in Criminal Justice, Police Science, Psychology, Public Administration or Human Resources. This payment shall be on an annual recurring basis and shall be paid for each applicable degree, non cumulative. These degrees will be in Police Science, Criminal Justice, Psychology, Public Administration or Human Resources. Payment shall be in equal installments to employees on regular pay days.
- B. The Township shall reimburse each Superior Officer to the extent not otherwise paid by alternative governmental authorities, the following:
1. An amount equivalent to the purchase of books, supplies, and associated usual academic fees and expenses required by the college or university and incurred by the respective Superior Officer for attendance there at.
 2. An additional amount equivalent to the full tuition charge imposed by the college or university, up to a maximum of the charge for two three (3) credit courses or \$500 per semester, whichever is greater.

C. Payment shall be made within thirty (3) calendar days after the certificate is filed with the Township Administrator showing grades of C or better.

ARTICLE 17

OCCUPATIONAL INSURANCE

A. The Township shall obtain standard insurance policies insuring against false arrest, malicious prosecution, and liability for acts and omissions within the scope of Police employment in sufficient amounts and from reputable insurance companies. Copies of said policies shall be delivered to the Association within thirty (30) calendar days hereafter and within thirty (30) calendar days after any amendment, revisions, or alterations thereto.

B. The Township shall obtain standard insurance policies insuring the lives of all Employees for at least Ten Thousand Dollars (\$10,000.00) from a reputable insurance company. Each Superior Officer shall designate the beneficiary of said policy. Copies of said policy or policies shall be delivered to the Association within thirty (30) calendar days hereafter and within thirty (30) calendar days after any amendment, revision, or alteration thereto. The Township shall provide for a self-funded accidental death or dismemberment benefit covering the lives and limbs of all Superior Officers for at least Ten Thousand Dollars (\$10,000.00) for losses in the line of duty. The beneficiary for this benefit shall be as P.F.R.S. designated, unless otherwise designated by the Superior Officer, in writing.

ARTICLE 18

CLOTHING ALLOWANCE

A. Employees shall be entitled to an annual credit of Six Hundred Dollars (\$600.00) for the purchase of Police clothing, shoes, arms, and furnishings. Such purchases by the Employee may be made throughout the year. The Township shall make requisite payment to the supplier.

B. In special cases of clothing damage sustained in the performance of official duties, the Chief of Police shall authorize payment for said damage which the Township shall pay.

C. The Township shall, in addition to the foregoing, furnish each Superior Officer with a suitable bullet-proof vest or appropriate credit to the Officer's clothing allowance should the Officer already possess a bullet-proof vest which was charged against his clothing allowance.

ARTICLE 19

FUNERAL LEAVE

A. Members and Employees will be allowed the following time off in case of the death of: father, mother, grandfather, grandmother, spouse, son, daughter, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, twenty-four (24) hours' leave or from the day of death until the day of burial, inclusive, with pay. For uncle, aunt, nephew, niece, cousin of the first degree, the day of the burial only. Exceptions to this rule may be made when special permission, due to unusual circumstances, is received from the Chief of Police.

B. Special circumstances shall be referred to the Chief of Police, who shall have the authority to grant additional time off with pay.

ARTICLE 20

HOLIDAYS

A. Sergeants and Lieutenants:

1. Employees shall be entitled to one hundred and four (104) hours of holiday leave in accordance herewith, which is the equivalent of 13 holidays at eight (8) hours of straight time.

2. Unless authorized by the Chief of Police, no Employee shall be excused from work for any holiday.

3. Eliminate.

4. Eliminate.

B. Captains:

Captains shall receive holidays as per Item A.1 in this Section.

C. Effective January 1, 2003 holiday pay set forth in A.1. of this Section for all Superior Officers is folded into annual base pay.

ARTICLE 21

VACATIONS

A. Employees shall be entitled to annual vacation leave with regular pay according to the following schedule:

Years Employed

Vacation Leave (Hours)

1 But Less Than 3 Years		80
3 But Less Than 5 Years		104
5 But Less Than 10 Years	120	
10 But Less Than 15 Years	144	
15 But Less Than 20 Years	160	
20 Years		
	168	
21 Years		
	176	
22 Years		
		184
23 Years		
	192	
24 Years		
	200	

B. The vacation period shall be scheduled by the Chief of Police, who shall consider Employee choice and seniority. Said period shall normally be scheduled in the year that it is earned. Employees may take single tour vacation segments with the approval of the Chief of Police, whose approval shall not be unreasonably withheld.

C. Employees who terminate employment shall be paid for their unused vacation time at the rate equivalent to their average weekly salary as provided herein.

D. Additional vacation leave will be granted to any Employee whose vacation period falls on an official holiday, as enumerated herein.

E. An Employee may accrue up to two (2) years of unused vacation leave. When reaching the two (2) year threshold, no more vacation leave will accrue until some vacation time is used.

F. At the time of separation from service, the Employee shall be entitled to pay of any accrued unused vacation leave credited on the leave record.

ARTICLE 22

OVERTIME AND WORK WEEK SCHEDULE

A. Sergeants

1. Patrol Sergeants shall perform Police duties in accordance with a fourteen (14) consecutive day cycle, each work day consisting of twelve (12) consecutive duty hours. Each work cycle shall consist of two (2) work days, followed by two (2) regular days off, followed by three (3) work days, followed by two (2) regular days off, followed by two (2) work days, followed by three (3) regular days off.

2. Each Employee shall be entitled to one hundred ten (110) hours (9.1 tours) *per annum* as compensation for the additional annual work hours. Such compensatory leave shall be utilized within each calendar year and not accumulate, absent exigent circumstances.

3. Employees, including those assigned to the Detective Bureau, shall receive and the Township shall pay remuneration at the rate of time and one-half (1½) for all required Police duties performed beyond the regularly scheduled work day or work week. Required Police duties include any activity assigned to or imposed upon any Sergeant by the Township, the Police Department, or law.

4. During each shift, Employees shall be entitled to sufficient eating time.

5. Employees who work less than an average of forty (40) hours in any single work week shall not be eligible for overtime pay unless excused in writing by the Township. Holidays and vacation days shall be considered time worked. Sick days

shall not be considered time worked in determining eligibility for overtime pay.

6. The Township reserves the right to require Employees to work reasonable overtime, and the Chief of Police shall exercise reasonableness in assigning overtime duties equitably among the Superior Officers who are qualified to perform the required overtime work by utilizing a rotating seniority roster for purposes of distributing extra-duty and off-duty work.

7. Employees assigned Detective duties shall receive One Thousand Five Hundred Dollars (\$1,500.00) as an allowance for on-call duty.

8. Employees who are called out for duty outside their regularly scheduled shift shall be guaranteed a minimum of four (4) hours pay at the rate of time and one-half (1½). This will include call-out for Court time as provided in **Article 13**.

9. Should the work week schedule be changed to include "accumulated leave," this accumulated leave can be taken off at the discretion of the Superior Officer at any time, including weekends and holidays, but the Chief of Police reserves the right to deny permission to use such an accumulated day in case of an emergency.

B. Captains and Lieutenants

1. In lieu of overtime, Captains and Lieutenants shall receive One Thousand Dollars (\$1,000.00).

2. Captains and Lieutenants may be entitled to emergency overtime compensation as recommended solely by the Chief of Police and approved by the Township Administrator.

ARTICLE 23

LONGEVITY

A. Longevity is defined as a stipend in addition to other remuneration provided herein payable to Superior Officers by the Township based upon the number of years employed.

B. Employees with the rank of Sergeant shall receive and the Township shall pay longevity remuneration in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
5	\$650 (For Employees Hired Prior to the Memorandum of Agreement Dated 04/29/1999)
6	\$750
7	\$850
8	\$950
9	\$1,050
10	\$1,150
11	\$1,250
12	\$1,350
13	\$1,450
14	\$1,550
15	\$1,650
16	\$1,750
17	\$1,850
18	\$1,950
19	\$2,050
20	\$2,150
21	\$2,250
22	\$2,350
23	\$2,450
24	\$2,550
25 or More	\$2,650

- C. Said remuneration shall be paid in equal installments on regular pay days.
- D. Employees with the rank of Lieutenant or Captain have the longevity factor built into their base salary. The amounts in Paragraph B do not apply to them.

ARTICLE 24

SALARIES

A. Employees shall receive and the Township shall pay remuneration commencing and effective as of January 1, 2008 through December 31, 2011 in accordance with the following schedule:

	Effective 01/01/08	Effective 01/01/09	Effective 01/01/10	Effective 01/01/11
Sergeant	\$96,640	\$100,312	\$104,124	\$108,081
Lieutenant	\$111,824	\$116,073	\$120,484	\$125,062
Captain	\$121,667	\$126,290	\$131,089	\$136,071

B. Effective the first pay period, said remuneration shall be paid bi-weekly on Thursday for a total of twenty-six (26) pay periods per year.

C. Lieutenants and Captains have the option to enroll in a supplemental benefits plan on a participatory basis by deferring up to five percent (5%) of their income to be matched by the Township to supplement retirement income and provide additional disability and life insurance coverage.

D. When a Sergeant is promoted to Lieutenant, his salary will be determined as stated in Paragraph A. It is recognized by both parties that a Lieutenant will no longer receive any longevity or educational degree payments because the salary specified in Paragraph A reflects the inclusion of such benefits.

ARTICLE 25

EMBODIMENT OF AGREEMENT

A. This document constitutes the sole and complete agreement between the parties, and embodies all of the terms and conditions governing the employment of Superior Officers in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Any prior commitment or agreement between the Township and the Association or any individual Employee covered by this Agreement is hereby superseded.

ARTICLE 26

SEVERABILITY

A. In the event that any provision of this Agreement between the parties shall be held by operation of law or by a Court or Administrative Agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect.

B. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

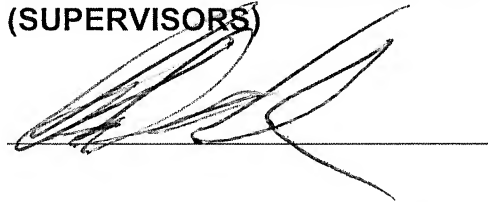
ARTICLE 27

TERM

This Agreement shall be for a term of four (4) years commencing January 1, 2008 and all rights and duties created hereunder shall be effective as of that date unless otherwise specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date aforesaid.

**POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 357
(SUPERVISORS)**



WITNESS:



**TOWNSHIP OF
BERNARDS**

Administrator



Director of Human Resources



WITNESS:



SCHEDULE A
TOWNSHIP OF BERNARDS
POLICY ON CONFERENCE ATTENDANCE AND TRAVEL
Revised November 8, 1990

(NOTE: Revisions to the 1988 Policy Noted in Underlining)

The Township will provide reimbursement for travel, lodging, meals and registration expense for Employees and officials to attend approved conferences of professional associations and/or the New Jersey League of Municipalities. Other non-listed conferences and training seminars are encouraged where Budget appropriation is adequate and prior authorization has been given by the Township Administrator. The following conditions will apply:

1. "Approved" means it has been presented to and authorized by the Administrator before registration or applications are submitted.
2. Registration fees for the conferences will be paid in full by an approved Township voucher.
3. Cost of hotel lodging will be paid in full by the Township at the designated "conference hotels" or equivalent lodging. This will include appropriate gratuities for service personnel of the hotel. Efforts will be made to utilize economy rated rooms where offered and available. Advantage will be taken of conference discounts and, where feasible, room sharing.
4. Meal expense will be reimbursed by the Township on a *per diem* basis, not to exceed Forty Dollars (\$40.00) per day. Unit allowances for meals will be Twenty-Five Dollars (\$25.00) for dinner, Nine Dollars (\$9.00) for lunch, and Six Dollars (\$6.00) for breakfast. Meal functions that are part of the conference ticket (e.g. breakfast meeting, luncheon meeting, or banquet) will be paid in full and the unit amount deducted from that day's *per diem* meal expense. If less is spent on one meal, then more may be spent on another, but the day's maximum reimbursement will not exceed

Forty Dollars (\$40.00). This does not imply that across-the-board Forty Dollars (\$40.00) per day will automatically be reimbursed for meals without documentation of reasonably attainable receipts or, if receipts are unavailable, notation of the actual cost of the meal. Where the day's meal expense does not exceed Forty Dollars (\$40.00), only the actual cost will be paid.

5. Transportation cost to and from the conference location will be paid by the Township. This will be common carrier transportation on economy class ticketing. Reasonable transportation from terminal or station to hotel will also be paid. Permission may be granted by the Administrator to use a personal vehicle for transport with reimbursement at the current mileage reimbursement rate or the cost of common carrier transportation, whichever is less. Tolls and parking fees will be reimbursed by the Township where automobile travel is authorized.
6. Reimbursement for expenses will be provided upon submittal of a signed voucher properly documented with reasonably attainable receipts summarized on and attached to a travel expense form and filed WITHIN THIRTY (30) DAYS AFTER COMPLETION OF THE TRAVEL.
7. An advance of seventy-five percent (75%) of the estimated costs, including meal and miscellaneous expenses, may be provided upon written request submitted one week in advance of the Township Committee meeting previous to the departure date, so a resolution authorizing the advance can be adopted in accordance with law.

SCHEDULE B
TOWNSHIP OF BERNARDS
LONG TERM DISABILITY

The Township shall provide a long-term disability program through an insurance carrier to cover Employees for other than job-related disabilities extending longer than six (6) months.